

**MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION
AND THE MISSOURI STATE HISTORIC PRESERVATION OFFICER
REGARDING THE REPLACEMENT OF XXXXXXXXXXXX BRIDGE NO. XXXXXXXX
OVER THE XXXXXXXX RIVER, XXXXXXXX COUNTY, MISSOURI
FHWA JOB XXX-XXXX(X)**

WHEREAS, the Federal Highway Administration (FHWA), has determined that Project No. XXX-XXX(XXX) replacement of the XXXXXXXX Bridge No. XXXXXXXX over the XXXXXXXX River in XXXXXXXX County will have an effect upon the XXXXXXXX Bridge, a property eligible for inclusion in the National Register of Historic Places (Register), and has consulted with the Missouri State Historic Preservation Officer (SHPO) pursuant to the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 4701); and

WHEREAS, the Advisory Council on Historic Preservation (Council) has been invited to participate in this Memorandum of Agreement (MOA); and

WHEREAS, the County of XXXXXXXX (County) participated in the consultation and has been invited to concur in the Memorandum of Agreement;

NOW, THEREFORE, FHWA, the County, and the Missouri SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

FHWA will ensure that the following measures are carried out.

1. The County of XXXXXXXX will compile documentation on the XXXXXXXX Bridge to record its present appearance and history before any of the alterations agreed upon pursuant to the following stipulations take place. The County shall first contact the SHPO, P.O. Box 176, Jefferson City, MO 65102, to determine what level and kind of recordation is required for the property. The FHWA shall ensure that all documentation is compiled and accepted by the SHPO in writing prior to the demolition of the property and that copies of this documentation are made available to the SHPO and any appropriate local archives designated by the SHPO.
2. The County will place notices in the following periodicals to advertise for a responsible party who will agree to take possession and re-erect the bridge. The availability of the bridge will be advertised at least six (6) months prior to the proposed removal or demolition of the bridge.
 - a. Missouri Transportation Bulletin
Technology Transfer Assistance
P.O. Box 270
Jefferson City, MO 65102
 - b. National Trust for Historic Preservation's
"Properties at Risk" website

- c. Four (4) locally published newspapers.
3. In consultation with SHPO and FHWA, the County shall prepare a marketing plan for the XXXXXXXXX Bridge which shall include the following elements to be made available upon request in answer to responses for advertisements:
- a) photographs of the bridge;
 - b) a parcel map;
 - c) a general location map;
 - d) a schedule for receiving and reviewing offers;
 - e) information on the property's historic significance.

Upon the SHPO and FHWA agreement with the marketing plan, the County shall implement the plan.

The County shall review all offers in consultation with the SHPO and FHWA prior to acceptance.

4. If ownership of the bridge is transferred to another party, the transfer deed will include preservation covenants that require the new owner to re-erect and maintain the bridge in accordance with the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings." Rehabilitation plan and specifications, the proposed maintenance program, and the proposed new location of the bridge will be forwarded to FHWA for review and approval in consultation with the SHPO.
5. If, by the time of the proposed demolition of the bridge, no responsible party is found to take possession of the bridge (or parts thereof) to be re-erected at a new location, the bridge may be demolished.
6. Documentation and a brief report of the actions related to Stipulations 1, 2, 4, and 5 will be filed with FHWA and the SHPO within one year after the availability of the bridge is first publicly advertised.
7. After completion of the highway project, FHWA shall provide a written report regarding the actions taken to fulfill the terms of the agreement to all signatories.
8. Any party to this agreement may request that it be amended, whereupon the proposed changes shall be submitted to the other parties and the Council in accordance with 36 CFR 800.6.

9. Failure to carry out the terms of this agreement requires that FHWA again request the comments of the Council in accordance with 36 CFR Part 800. If FHWA cannot carry out the terms of the agreement, it shall not take or sanction any action or make any irreversible commitment that may affect historic properties until such time as the Council has been given the opportunity to comment on the full range of project alternatives which might avoid or mitigate any adverse effects.
10. Should the SHPO object within 30 days to any plans or specifications provided for review or actions proposed pursuant to this agreement, FHWA shall consult with the objecting party to resolve the objection. If FHWA determines that the objection cannot be resolved, FHWA shall request the further comments of the Council pursuant to 36 CFR 800.6(b). Any Council comment provided in response to such a request will be taken into account by FHWA in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute. FHWA's responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.
11. Execution of this Memorandum of Agreement by FHWA and the Missouri SHPO, its subsequent acceptance by the Council, and implementation of its terms, evidences that FHWA has afforded the Council an opportunity to comments on FHWA Project No. XXX-XXXX(XXX) replacement of the XXXXXXXXX Bridge No. XXXXXXXXX over the XXXXXXXXX River in XXXXXXXXX County and its effects on historic properties, and that FHWA has taken into account the effects of the project of historic properties.

Signed:

Missouri State Historic Preservation Officer

Date

Federal Highway Administration

Date

Concur:

County of XXXXXXXXX

Date

Accepted:

Advisory Council on Historic Preservation

Date

**INFORMATION TO ACCOMPANY
MEMORANDUM OF AGREEMENT**

for the

XXXXXXXXXXXXX Bridge

**XXXXXXXXXXXXX County
CART ROAD NO. XXXX
FEDERAL-AID PROJECT XXX-XXXX(XXX)**

**PREPARED BY
XXXXXXXXXXXXXXXXXXXXX(PREPARER - USUALLY CONSULTANT)
XXXXXXXXXXXXXXXXXXXXX(PREPARERS ADDRESS)**

**FOR THE
MISSOURI DEPARTMENT OF TRANSPORTATION
AND THE
FEDERAL HIGHWAY ADMINISTRATION**

I. Project Description

XXXXXXXXXX County Job No. XXXXXXXXXX is located in XXXXX County (Appendices 1 and 2). The project is design to replace Bridge No. XXXXXXXXX over the XXXXXXXXX River with a new structure constructed on new alignment near the existing bridge (Appendix 3). A special provision has been written into the construction contract that protects the existing bridge while new construction proceeds. This project will be funded by the XXXXXXXXX County Commission and the Federal Highway Administration (FHWA).

II. Previous Work

On (Date), a Questionnaire to Determine Need for Cultural Resource Assessment was submitted to the State Historic Preservation Office (SHPO) by the XXXXXXXXX County's consulting engineering firm. THE SHPO issued a Determination of Eligibility (DOE) on (Date). On (Date), XXXXXXXXX County requested the opinion of the Keeper of the National Register of Historic Places (NRHP) on the eligibility of the bridge. On (Date), the NRHP responded with a determination of NRHP eligibility, upholding the decision of the SHPO (Appendix 4).

III. Description of the Historic Property

Built in XXXX, Bridge No. XXXXXXXXX is a 3-span, 160-foot, pin-connected camelback through truss. It is a fairly common structure in Missouri, being normal to the roadway and rectilinear in configuration. The approach spans are 30.6' and 28.5' steel stringer construction. The bridge has been determined eligible for listing on the National Register of Historic Places.

IV. Adverse Effects on the Historic Property

The proposed project includes the construction of a new bridge over the XXXXXXXXX River. With construction of the new bridge, the existing and substandard bridge will no longer be required. For reasons of public safety, maintenance costs, and liability, Bridge No. XXXXXXXXX will be removed from its present location once the new bridge is opened to traffic. This action constitutes an "adverse effect" as described in 36 CFR 800.3 (b) (1) (4).

V. Alternative Courses of Action

Various alternate locations have been examined and discussed for the construction of a new CART Road XXXXX Bridge and its approaches. Regardless of the final location selected for the bridge, there are only three alternate courses of action concerning the existing XXXXXXXXX Bridge. These three alternate courses of action include: no build, no action; rehabilitation and continued use of the Bridge in a manner different from its present use; and construction of a new bridge with demolition of the existing Bridge with mitigation in the form of photographic and historical documentation.

A. No Build, No Action

The No Build, No Action alternative is not a viable option for reasons of safety:

1. The existing bridge is both structurally deficient and functionally obsolete.
2. It has a low Sufficiency Index Rating of X.X percent. Major deficiencies include its narrow deck width and deck deterioration, deterioration and major collision damage to the superstructure and railing, and deterioration of the concrete substructure. The bridge is generally considered to be in poor condition (Appendix 6). The Sufficiency Index system is a method of evaluating factors indicative of a bridges sufficiency to remain in service. A rating of 100 percent would represent an entirely sufficient bridge, and 0 percent would represent an entirely deficient bridge.
3. The structure exhibits the potential for major maintenance on its deck, superstructure and substructure.

B. Rehabilitation of the Bridge

In its present condition, the XXXXXXXXX Bridge is substandard for the present level and form of vehicular traffic. The intended result of this project is to increase the safety and vehicular capacity for the crossing. Options for preserving the bridge, and for using it only for restricted vehicular or pedestrian only traffic have been considered.

Few options exist for the rehabilitation and reuse of bridges with this truss- type. The bridge's construction design precludes any significant widening of the roadway for adding lanes, or shoulders for pull-over areas. The present curb-to-curb roadway deck width of 20 feet is grossly inadequate to carry traffic safely. Several accidents have occurred at this bridge within the last five years (Appendix 6).

Another option considered for alternate use of the XXXXXXXXX Bridge is to restrict the bridge's use to pedestrian/bicycle traffic. This option would preserve the bridge but would not preclude the need for construction of the new bridge, or the need for extensive and costly repairs to the existing bridge (Appendix 6). Additionally, no group has expressed interest in assuming responsibility for future maintenance and upkeep that would be required should the bridge be removed from the state highway system and retained and used in some other manner.

C. Mitigation : Photographic and Historical Documentation

Since it does not appear feasible to develop a viable alternative that will avoid demolition of the XXXXXXXXX Bridge, data recovery through photographic and historical documentation is believed to be the only viable alternative. This plan of action has been developed through communication with other agencies and has been approved by the Missouri SHPO.

VI. Proposed Action

County proposes to mitigate the project's impact to the XXXXXXXXX Bridge through the following action:

1. County will document the bridge to a level determined in consultation with the SHPO. Prior to the SHPO acceptance of the documentation the bridge may not be removed and/or altered. A report of all investigations will be filed with FHWA and the SHPO.
2. Advertisement of the bridge will allow it to be given away to any person or person(s) willing to relocate the structure in whole or part with the combined approval of County and the SHPO. If such an interest does not arise, removal will be undertaken by a standard demolition contract.
3. In accordance with National Register procedures (36 CFR Part 60) the FHWA will forward documentation concerning the condition and significance of the historic bridge within one year after completion of data recovery with recommendations for nominations, site boundary changes, or removal of eligibility status.

4. Failure to carry out the actions proposed above require that the FHWA again request the Council's comments in accordance with 36 CFR Part 800. If FHWA cannot carry out these actions it shall not take or permit any action or make any irreversible commitment that would result in an adverse effect with respect to the National Register properties affected by these actions, or would foreclose the Council's considerations of modifications or alternatives to the proposed highway improvements that could avoid or mitigate the adverse effects until the commenting process has been completed.

VII. Appendices (Not included in the Local Agency Manual)

Appropriate ancillary document and maps include:

1. XXXXXXXXX County General Highway Map showing the location of Job No. XXXXXXXXX.
2. U.S.G.S. 7.5 minute topographic quadrangle showing the location of the XXXXXXXXX Bridge No. XXXXXXXXX.
3. XXXXXXXXX County project plan title sheet for the XXXXXXXXX Bridge, Job No. XXXXXXXXX.
4. Correspondence regarding the XXXXXXXXX Bridge, Job NO. XXXXXXXXX.
5. Photographs of the XXXXXXXXX Bridge and the Department of Natural Resources Historic Bridge Inventory Form.
6. " Report on the Feasibility of Rehabilitating the XXXXXXXXX Bridge on CART Road XXXX" prepared by the County's consultant.
7. XXXXXXXXX County "Summary of Public Involvement on the XXXXXXXXX Bridge No. XXXXXXXXX over the XXXXXXXXX River".